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#### Contract Database Metadata Elements

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BUS / 6537

**NEGOTIATED AGREEMENT**

**BETWEEN THE**

**SUPERINTENDENT OF THE**

**WILLIAMSVILLE CENTRAL SCHOOL DISTRICT**

**AND**

**CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO**

**WILLIAMSVILLE TRANSPORTATION UNIT**

**OF LOCAL #868**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JAN 14 2010

**ADMINISTRATION**

JULY 1, 2005 – JULY 1, 2010

68



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## Article 1 - PREAMBLE

- 1.1 PREAMBLE - This Agreement is made by and between the Williamsville Central School District (hereinafter called the "District") and the CSEA, Inc., Local 1000, AFSCME, AFL-CIO, Williamsville Transportation Unit of Local #868 (hereinafter called the "Association").

## Article 2 - RECOGNITION/UNIT DEFINITION

- 2.1 RECOGNITION - The District recognizes the Association as the exclusive representative of all transportation employees appointed by the Board of Education excluding the Transportation Supervisor, Assistant Transportation Supervisor, Clerical employees and those employees not appointed by Board action (per diem substitutes).
- 2.2 EMPLOYEE - Shall mean an employee of the District included within the unit represented by the Association.

## Article 3 - ASSOCIATION RIGHTS

- 3.1 DUES DEDUCTION/AGENCY FEE - The Association having been recognized as the exclusive collective bargaining agent for employees covered in this unit shall have payroll deductions of membership dues and premiums for Association sponsored benefit programs for those employees who shall authorize such deductions and shall have agency fee deductions for employees in the unit without payroll deduction authorizations. Member authorizations for dues deductions will remain in effect unless revoked by a written signed statement by the employee to the District.

The Association shall save and hold harmless the District for any and all damages and liabilities that may accrue by reason of any action, or proceeding involving or in any way relating to the dues deductions/agency fee provision herein set forth, excluding negligent actions by the District.

Deductions will begin with the second pay in September for all Association members with an authorization on file and non-Association members (agency fee payors). The total amount of annual dues/agency fees (for the Association and designated affiliates) will be deducted in twenty equal installments.

Dues deductions and agency fees will be regularly remitted to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210.

- 3.2 EMPLOYEE INFORMATION - The Employer shall provide the Association an updated list of all employees represented by the Association at the beginning of each



School Year and shall update said list during the School Year as changes develop in employment.

- 3.3 UNION MEETINGS AND CONVENTIONS - The District will grant leave of absence without loss of pay or leave benefits to an employee designated by the C.S.E.A. to attend C.S.E.A. State Convention or C.S.E.A. Region #6 meetings provided:

No more than one (1) employee is on leave for this purpose at the same time;

The C.S.E.A. Unit President shall file a written notice with the District ten (10) days in advance of the leave. The notice should contain the name of the employee, the beginning and ending dates of the leave and the meeting to be attended.

Not more than a total of five (5) days of leave (whether granted to one (1) employee or more than one (1) employee) for this purpose will be granted during any fiscal year.

#### Article 4 - ASSOCIATION RESPONSIBILITIES

- 4.1 LIST OF OFFICERS & REPRESENTATIVES - The Association will furnish the District, by July 31st of each year, a complete list of officers and representatives for the school year.

#### Article 5 - MANAGEMENT RIGHTS

- 5.1 MANAGEMENT RIGHTS - All rights not expressly bargained away by the District are retained by it and may be exercised as long as such actions are not violative of law or the terms and conditions of this Agreement.

#### Article 6 - NEGOTIATIONS PROCESS

- 6.1 OPENING NEGOTIATIONS - Not later than December 20th of the final school year of this Agreement, the Association shall inform the District in writing that it desires to negotiate a successor agreement and shall indicate the members of its negotiations team and the chief negotiator. Not later than February 1st, both parties shall meet to exchange written proposals. Subsequent meetings and good faith negotiations shall follow.
- 6.2 AGREEMENT - This Agreement contains all the provisions agreed to by the parties in negotiations during which each party had a fair opportunity to raise every matter, which is a proper subject of collective bargaining. Therefore, for the life of this Agreement, the District and the Association each waive the right and each agrees that the other shall not

be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been thought of by either or both of the parties at the time they negotiated and signed this Agreement.

6.3 AMENDMENTS - No provision of this Agreement may be deleted or changed, and no provision may be added to the Agreement, by implication or by any other means except a written amendment to this Agreement signed by each party.

6.4 CONFORMITY TO LAW - If any Federal or New York law or regulation or the final decision of any Federal or New York court affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision; but otherwise this Agreement shall not be affected.

If any clause or provision of this Agreement is determined to be illegal, unenforceable or null and void, such determination shall not affect any other clause or provision hereof or give any right to either party to negotiate or re-negotiate any part or all of this Agreement.

6.5 NO STRIKE CLAUSE - The CSEA Inc., and the Association affirm that they shall not engage in a strike and no employee, CSEA, Inc., and Association shall cause, instigate, encourage, or condone a strike.

#### Article 7 - BOARD OF EDUCATION APPROVAL

7.1 LEGISLATIVE APPROVAL - IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### Article 8 - COMPENSATION

8.1 SALARY SCHEDULE MOVEMENT - The schedule of salaries and hourly rates is contained in Appendix A attached hereto and made a part hereof. All personnel who work more than one half (½) of the year will be eligible for step movement the following July 1.

There will be a 2% general salary increase effective July 1, 2005, July 1, 2006, and July 1, 2007.

Effective July 1, 2008, there will be a 2.28% general salary increase.

Effective July 1, 2009, there will be a 2.26% general salary increase.

These increases are reflected in the salary schedule on page 21.

Effective upon ratification, all new employees shall be paid at Step 1 of the 2004/2005 salary schedule and only receive the above stated increase.

Effective upon ratification, current employees paid at Step 1 thru Step 4 of the current salary schedule will receive only the step pay increase as stated in the current agreement. Upon reaching Step 5, all current employees will receive the above stated salary increase.

- 8.2 DIFFERENTIAL FOR DRIVING SCHOOL CERTIFICATE - Drivers who possess a current driving school certificate shall be paid in accordance with the schedules in Appendix A. Drivers who have not completed the initial driving school course, or allowed the driving school certificate to lapse, will be paid at a rate of \$0.15 per hour less than the amount stated in the salary schedules in Appendix A. Drivers will receive the increase upon confirmation of satisfactory completion of the Basic Course.
- 8.3 OVERTIME RATE - Employees will be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours in any work week. Holidays, bereavement leave, emergency closing and vacation time will not be considered as a break in the workweek.
- 8.4 CALL BACK - When a Head Bus Driver who has completed normal hours and has left the district premises is called back to work, he/she shall be guaranteed a minimum of two hours work or two hours pay at the applicable rate. When a Mechanic who has completed normal hours and has left the district premises is called back to work, he/she shall be guaranteed a minimum of four hours work or four hours pay at the applicable rate. This paragraph shall not apply to scheduled overtime work.
- 8.5 OUT OF TITLE PAY - In the event an employee is assigned to the responsibilities of a higher position of Head Bus Driver or Automotive Mechanic Foremen because of vacations, sickness or other temporary reasons or absences and the employee is performing in the higher position for the first full work day, he shall receive the higher rate of pay for the position held.
- 8.6 PAY FOR ANNUAL PHYSICALS - All transportation personnel required to take an annual physical will be entitled to two (2) hours pay.

DEFINITIONS OF ROUTES, RUNS AND TRIPS

- 8.7.1 Routes. The way the bus travels to pick up and return students.
- 8.7.2 Runs are made up of regular routes between home and school which occur in the morning or afternoon and during the mid day between schools such as Harkness or other institutions of learning. Runs are usually on a daily basis. Examples of less usual runs are early dismissals, exam runs, and transporting students in remedial or nursing programs. Runs because of their regular nature are bid and awarded on an annual basis.
- 8.7.3 Trips are routes less regular in nature and refer to the transportation for athletic events, practices and other education events and excursions. Trips will be awarded in accordance with the procedures for extra trips. Run packages: Drivers shall bid on runs in accordance with this contract and the bid rules. A driver must bid and take an AM and PM run before he/she can bid on and take a mid-day run. Drivers who bid on and take a mid-day run shall not be eligible for athletic runs.
- 8.7.4 Before bid-day, the Transportation Supervisor or his/her designee will meet with the Association President or his/her designee to identify the runs to be placed up for bid to drivers on bid-day.
- The District retains the right to modify a run on operational considerations. At no time shall a regularly scheduled run package (any combination of runs) exceed forty (40) hours per week. Compensation for packages shall be based on driving time only.
- Rules pertaining to bidding and extra trips shall be reviewed annually by a labor management committee and shall be posted and distributed to each bus driver three (3) working days prior to bid-day. Bidding and extra trip rules may only be altered by the labor-management committee outside of negotiations. The bidding and extra-trip rules referenced herein will not be attached to this contract, but will be distributed to drivers as set forth above and after any alterations by the labor-management committee.
- 8.7.5 All mid-day work will receive a two (2) hour minimum guarantee (including trips and runs) unless continuous time applies.
- 8.8 RUN GUARANTEES – Drivers are guaranteed two (2) hours per AM, mid-day and PM runs, however, a driver who drives an AM, mid-day and PM run is guaranteed only

five (5) hours. Nothing in this paragraph (8.8) will require payment twice for overlapping periods of time, for example where one run begins less than two hours after the start of the previous run.

Drivers not scheduled to work and who are called in shall be paid either a minimum of two (2) hours of call-in pay or continuous time (driving time plus waiting time), at the discretion of the District.

## 8.9 TRIP GUARANTEES

8.9.1 Existing Trips – Work may be added on to an existing trip, route or run by the District. If there is no break in driving time, the driver shall be paid his/her driving time for the trip. If there is a break in driving time, then the driver shall be paid either continuous time {driving time plus waiting time up to one-half (1/2) hour} or two (2) hours, whichever is less. More than one (1) assignment may be included in any day, evening or weekend trip. Where possible, additional assignments will be identified ahead of time. Where work is to be added, the District may add the work to the most senior driver in the geographic area who would not exceed forty (40) hours.

8.9.2 Evening Trips – Evening trips occur after regular school hours of a regular school day and shall have a guarantee of three hours.

8.9.3 Weekend Trips – Weekend trips occur on a non-school day or weekends and shall have a minimum three-hour guarantee.

8.9.4 Cancelled Trips – When a trip is cancelled while the driver is enroute to the pickup point, or later, and the driver had an assignment prior to the trip, the driver will be paid continuous time, and will be eligible for a make-up trip. When a trip is cancelled after the driver would reasonably be expected to leave home to report for the trip, the driver will be paid the appropriate guarantee based on the classification of the trip.

8.10 EXTRA BUS TRIPS WHEEL - When a driver on a trip wheel is unable to accept an extra trip such as a day trip, evening trip or week-end trip the driver shall miss his turn and revert to last position on the wheel. Mechanics shall not be used to drive extra trips except in emergencies.

8.10.1 GARAGE OVERTIME WHEEL - When the need arises for Work in the garage for Automotive Mechanics, it will be offered on simple seniority wheels which will revolve completely before overtime is again offered to the most senior employee.

8.11 PERMANENT SUBSTITUTE PAY RATE - Permanent substitute drivers shall receive

\$ .25 less per hour than the step 1 rate. If and when a permanent substitute is appointed to the position of regular bus driver, the employee will be paid at the step 1 rate.

8.11.1 PERMANENT SUBSTITUTES BENEFITS - The District will Employ at least four additional employees (permanent substitutes) by Board appointment. Provisions of this agreement that apply to permanent substitutes are 3.1, 8.2, 8.3, 8.6, 8.8, 8.12, 8.13, and 13.2.

8.12 MEAL ALLOWANCE - To be eligible for a meal allowance the trip must be 5 hours or more.

No more than three (3) meal allowances will be provided in a 24-hour period.

The meal allowance is \$8.50 and will be paid in the first payroll check following submission of the time card that includes the eligible trip. The District will provide a meal allowance to drivers for trips scheduled and eligible for the meal allowance. The meal allowance will be treated as an employee benefit and paid as a payroll additional pay item. Drivers shall not be required to submit a receipt issued by any vendor/restaurant to qualify for this benefit.

8.13 MECHANICS will begin each workday with a clean pair of pants and shirt supplied by the District. The District will provide a parka, on a need basis from October through May.

8.14 REIMBURSEMENT FOR TOOLS - Mechanics will be reimbursed for the purchase of additional tools needed to perform their jobs upon the approval of the Crew Chief and subsequent to the submission of a bona fide receipt as proof of purchase. The amount reimbursable in any fiscal year will be \$450.

8.15 ATTENDANCE STIPEND - A 12 month employee who does not miss any work except for bereavement leave, jury duty, emergency closing day(s), or paid vacation in a quarter (Jul/Aug/Sep, Oct/Nov/Dec, Jan/Feb/Mar, Apr/May/Jun) will receive a \$150 stipend to be paid in the first pay period after the end of the quarter. A 10 Month employee who does not miss any work except for bereavement leave, jury duty, emergency closing day(s), in each 10 week period from September 1 of the School Year to June of the School Year will receive a \$125 stipend for each period to be paid in the first pay period after the end of the 10 week period.

8.16 ATTENDANCE BONUS - A full time employee, age 55 years or over, with 15 years or more of continuous service in the district will be eligible for an attendance bonus based on the four years of service prior to retirement. The bonus will be based on the non-use of sick leave and personal leave in each of the four years immediately preceding retirement.

<u>YEAR PRECEDING RETIREMENT</u>	<u>AMOUNT</u>
1st	\$ 900
2nd	750
3rd	600
4th	450
TOTAL	\$2700

For each day of absence charged to sick leave or personal days in a school year, 1/15 will be deducted from the annual stipend.

This benefit will be prorated for any employee who works less than a 12 month per year, 40 hours per week assignment.

- 8.17 REIMBURSEMENT FOR TRAINING - If a mechanic has provided proof of current certification and completion of an ASE program approved by the District, the amount reimbursed per course will be \$140.

#### Article 9 - HEALTH BENEFITS

- 9.1 HEALTH BENEFITS – This article shall become effective January 1, 2006. Salaried employees and hourly bus drivers having a regular appointment to work both an AM and a PM run in excess of 20 hours per week and who meets the requirements of this contract are eligible to participate in the Health Insurance Program. The District shall make available to eligible single employees Single Coverage, and to eligible married employees Family Coverage in the Independent Health Encompass "C".

- 9.1.1 Member contribution to the Health Insurance Program shall be:

2005-2006	0%
2006-2007	0%
2007-2008	0%
2008-2009	3%
2009-2010	3%

- 9.1.2 Where both husband and wife are employees of the District, only one may enroll in a health benefit plan providing dependent coverage. Each may select a plan providing individual coverage if it is allowed by the carrier.
- 9.1.3 Part-time employees: Part-time employees hired prior to October 5, 1993 who are enrolled in the Health Insurance Program will continue to be enrolled in the Program according to the same schedule as full-time employees.

Part-time employees hired prior to October 5, 1993, who are eligible (work 20 or more hours per week) but are not enrolled in the Health Insurance Program, with evidence of need for participation in the Program because of marital status change, death of spouse or loss of employment or benefits by the spouse, shall be allowed to enroll in the Health Insurance Program.

Non-eligible part-time employees may participate in the health benefit program by paying the full cost.

9.1.4 Permanent Substitute Bus Drivers with one full year of service will become eligible for health benefits after having received a regular appointment and accumulate nine (9) days of sick leave and work at least 20 hours per week.

9.1.5 Non Duplication of Coverage: If the Employer of the spouse of an employee of the District makes available a Health Plan at least equal in benefits to one or more of the above plans and the cost to the employee's spouse is no greater than the employee would pay for the District's Plan, then the District has no obligation to make such Plan or Plans available to the employee or to contribute toward the premium thereof.

9.1.6 Dental Plan: The District shall make available to each eligible employee the Dental Plan Self-funded and shall pay annually for each enrolled employee, whether single or family coverage, 90% of the premium.

9.2 NEW PART-TIME EMPLOYEES - Part-time employees hired after 12/01/84 earn and accumulate sick leave at one and one-half (1 ½) days per month. In order to be eligible for participation in the Health Insurance Program, such employees must have accumulated twelve (12) days of sick leave and be regularly scheduled to work twenty (20) or more hours per week.

#### Article 10 - SICK LEAVE BENEFITS

10.1 SICK LEAVE - Sick Leave with pay shall accrue for employees having a regular appointment and part-time employees hired prior to December 1, 1984 at the rate of one and one-half (1½) days per month worked (maximum of 18 days per year for 12 Month Employees) during each fiscal year (July 1st to June 30) to a maximum of 230 days.

10.2 NEW PART-TIME EMPLOYEES - Part-time employees hired after December 1, 1984 will earn and accumulate sick leave at one and one-half (1½) days per month. Sick leave must be earned and accumulated before it can be used. No credit for sick leave will be granted an employee who is on an unpaid leave of absence for more than 50% of the working days in any month.

10.3 SPLIT RUNS - Sick leave for eligible shared run drivers (split runs) shall be pro-rated by one-half. Each eligible ten-month split run driver has fifteen (15) one-half days per



year. Two (2) half days will be deducted from a driver's accumulated sick leave for each day of sick benefits paid. One day of sick leave shall equal the average daily time of the routes inclusive of midday and late runs.

- 10.4 EXTENDED SICK LEAVE - Extended sick leave with half pay may be granted to an employee who has at least three years' continuous service and who has exhausted all his accumulated sick leave, in cases of absence from duty made necessary by the employee's personal illness or disability. Such extended sick leave may be granted by the Superintendent of Schools in his sole discretion for a period not to exceed three months, and this period may be extended up to three additional months by the Board of Education. The granting of requests for such extended sick leave (or the denial thereof) will be based primarily on the employee's past attendance record in the District, including his prior use of sick leave and other leave.

#### Article 11 - OTHER LEAVE BENEFITS

- 11.1 PERSONAL LEAVE (PAID) - Each employee who has been granted a regular appointment shall be eligible for four (4) days paid leave of absence per year, which shall not be accumulated from year to year. These leave days shall not be used immediately before or after a recess or holiday except in cases of proven serious illness in the employee's immediate family. Such leave days may be used for the following matters of a pressing and immediate nature, which cannot be taken care of during non-school time:

11.1.1 Serious illness of a member of the employee's family, i.e., an employee's parent, spouse, child, brother or sister,

11.1.2 Observance of religious holiday by employee,

11.1.3 Court appearance (other than as a defendant),

11.1.4 Such other reasons approved by the Superintendent.

One of the four (4) days' personal leave will be granted automatically for the employee's personal business, provided he submits a written request therefor to his immediate supervisor at least three (3) days in advance thereof. A Personal Leave day may not be used immediately before or after a recess or a holiday.

11.1.5 The Assistant Superintendent for Human Resources may approve days without pay only for the reasons stated in 11.1.1 to 11.1.4 and when all accumulated leave days have been exhausted.

- 11.2 ACCRUAL OF UNUSED PERSONAL DAYS - Unused personal leave days shall be added to the employee's accumulated sick leave, subject to maximum accrual.

- 11.3 BEREAVEMENT - Each employee who has been granted a regular appointment shall be eligible for up to 5 days' paid leave of absence for each death in the employee's immediate family, provided the employee attends the funeral. Immediate family is defined as spouse, child, parent, brother/sister. Three bereavement days will be allowed for death of grandparent, grandchild, parent-in-law, brother/sister-in-law and relative of employee residing in employee's immediate household. Personal days may be used for deaths of other relatives or friends.
- 11.4 JURY DUTY - An employee who has been summoned for jury duty shall be allowed to be absent to perform such duty without loss of pay, provided he: notify the office of the Assistant Superintendent for Personnel and the Transportation Supervisor not later than the first work day after the employee receives the summons, and if the District so requests, cooperates in seeking relief from or postponement of such duty.
- 11.5 COURT PROCEEDINGS - When a driver is required to attend court proceedings as a witness in a case in which the District is a party, he will be compensated for such time at his normal rate of pay, less any fees or payments received by virtue of his appearance.
- 11.6 UNPAID LEAVE OF ABSENCE - An employee may be granted a leave of absence for personal reasons by the District for a period up to one year. To be eligible for a personal leave other than medical, the employee must have completed three years of continuous service. The leave of absence is without pay. The employee may continue his health coverage provided there is no interruption, by paying the full cost of the premiums.
- 11.7 PROOF FOR SPECIFIC ABSENCES - The District may require an employee to be examined by their personal physician or a District physician and to provide a note to the District for absences of three (3) or more consecutive days indicating the employee's inability to perform his duties for the period which the sick days are taken.

#### Article 12 - NOTICE OF SCHOOL CLOSING

- 12.1 NOTICE OF SCHOOL CLOSING - If public notice of school closing due to inclement weather is not released at least one hour prior to punch in time of his/her run, a driver will receive two hours pay. When schools are closed due to inclement weather a driver may charge the loss of time against personal business days or if the driver reports to work within one hour of the A.M. punch-in-time, the driver will receive two hours work, cleaning off busses, moving busses, etc.
- 12.2 EMERGENCY SCHOOL CLOSING - The first two (2) days that all buildings in the system are closed for emergency reasons such as flooding conditions or heavy snow fall, all salaried employees shall not suffer a loss in pay. Employees requested to work on such days shall receive compensatory time during the current school year in accordance with Section 14.2.

with Section 14.2.

On any subsequent emergency school closing, all employees requested to work will receive their regular compensation. Those employees requested to work who cannot do so for legitimate reasons may utilize a personal day or vacation time, whichever is appropriate. Those employees not requested to work will not receive compensation unless the employee(s) take a personal leave or vacation day.

### Article 13 - HOLIDAYS

- 13.1 HOLIDAYS - SALARIED EMPLOYEES - All salaried employees will receive the following paid holidays:

Independence Day	Day before Christmas	Presidents' Day
Labor Day	Christmas Day	Good Friday
Columbus Day	½ Day before New Year	Easter Monday
Veterans' Day	New Year's Day	Memorial Day
Thanksgiving Day	Martin Luther King Jr. Day	
Day after Thanksgiving		

- 13.2 HOLIDAYS - HOURLY EMPLOYEES - All bus drivers will receive pay for:

Veterans' Day	Good Friday
Thanksgiving Day	Easter Monday
Christmas Day	Memorial Day
New Year's Day	

Holiday pay shall be based on regularly assigned working hours, (field trips shall not be included), or on average of hours per day during month previous to holiday for employees not regularly assigned.

### Article 14 - VACATIONS

- 14.1 VACATION ENTITLEMENT - All twelve-month salaried employees will be entitled to paid vacation on the basis of their regularly scheduled work hours. Up to two days of unused vacation may be carried over into the succeeding year, but must be used no later than the last working day before August 16 of that year. Members hired after June 30, 2005 shall be required to submit a request of vacation ten (10) workdays in advance. Exceptions to the 10-day notice will be made by the Transportation Supervisor on a case-by-case basis.

<u>Years of Service</u> <u>Continuously Completed</u> <u>By July 1</u>	<u>Number of</u> <u>Days of Vacation</u>
1 - 4	10
5	11
6	12
7	13
8	14
9	15
10	16
11	17
12	18
13	19
14	22

- 14.2 VACATION USE - Vacation benefits earned during one fiscal year must be used during the subsequent school year. New employees will be entitled to a partial vacation based on one day of vacation for each month of service prior to July 1. Earned vacation not used in a year following its accumulation may not be saved for later use, nor will compensation be made in lieu thereof. Once vacation is approved, it may not be displaced by a more senior employee.

#### Article 15 - CONDITIONS OF EMPLOYMENT

- 15.1 RUN ASSIGNMENTS - At the beginning of each school year, runs shall be assigned as closely as practicable to the assignments in effect at the end of the prior school year. Where such information is available in time, the District will hold a meeting prior to the first day of each school year to inform the drivers of any significant revisions which will be in effect during the upcoming school year. Daily runs assignments, as determined by the District, will be made available on bid-day and in accordance with this contract and the procedures for bidding. Runs will be awarded on a seniority basis, to a maximum of 40 hours per week per driver. When a permanent vacancy occurs on a run, or a new run is created, the position will be posted within one week for a period of five (5) school days and will be awarded on the basis of seniority, subject to the 40 hour per week maximum. A driver shall not be awarded work regardless of his/her seniority, if driving would result in the driver working more than 40 hours for the week. In such a situation, the work shall be offered to the person next in rotation who would not work over 40 hours in the week. Once a rotational list has been exhausted, the work will be offered to the most senior driver.

- 15.1.1 RUNS WITH ATHLETIC TRIPS ATTACHED - Athletic runs shall be added to a regular run prior to bidding and shall remain a part of such run. An Athletics trip may be refused without giving up the complete run, unless the Athletic

wheel is full.

- 15.1.2 RETENTION OF RUN ASSIGNMENTS - Drivers bidding on runs are expected to keep those runs for the entire period up until the following bid-day, unless subsequent vacancies occur in which case the provisions of the contract shall be followed.

Drivers resigning a portion of a run {e.g. AM or PM runs} for two (2) consecutive school years shall be required to resign all runs until the following bid-day. School year 2005-2006 will be the starting point for this article.

The employee's seniority during the period shall be frozen. Following the assignment of work, seniority shall continue. Absences covered by statute shall not apply to this provision.

The District reserves the exclusive right to accept a partial resignation; exceptions may be made on a case-by-case basis.

The employer will not be arbitrary or capricious in its application of these provisions.

- 15.2 JOB POSTING - When a permanent vacancy occurs on a run, or a new run is created, after the annual bid day the run will be posted within one week for a period of five (5) school days and will be awarded on the basis of seniority.

The District will post announcements for positions other than bus driver, such as bus mechanic, head bus driver, bus washer, etc. for a period of five (5) working days. During this 5-day period, any employee in the unit may make application for the position in writing. The District will give consideration to qualified employees prior to filling the position with a person from outside the unit. Nothing in this paragraph will prevent the District from filling the position with the person who, in its judgment, best meets the requirements of the position. All internal applicants will be notified in writing when the position has been filled.

- 15.3 TEMPORARY VACANCY - When a temporary vacancy occurs on a run, the vacancy will be posted, including the length of time the vacancy is expected to last, for a period of five (5) school days and will be awarded on the basis of seniority. A temporary vacancy means one that is anticipated to last more than twenty (20) school days or a vacancy that exists or is created before the bidding process of each school year. When the Driver returns after the Leave of Absence that created the temporary vacancy the Driver then filling the run will lose all rights to that run.

- 15.4 SPLIT/SHARED RUN DRIVERS AS SUBS - Regular Drivers sharing a run may state on the Substitute Driver's List, when they are available for extra time and will be called whenever possible on the basis of Seniority before Regular Substitute Driver's List is

exhausted. Since Substitute Bus Drivers are essential in providing Bus Service to the School District, the intent of this Section is not to restrict use of Substitute Drivers but to give preference to Regularly Scheduled Drivers over the Substitute Drivers when regular Drivers are in split runs or are available for additional runs (Regular or Special).

- 15.5     SENIORITY - Runs, whole or part-time, shall be awarded on the basis of seniority only. A driver's scheduled ending time for a regular run must be prior to the scheduled start time of a subsequent scheduled run for that driver to be awarded the run.
- 15.6     MAINTAINING SENIORITY - Personnel will retain (but not increase) seniority during an approved leave of absence. Bus Drivers having a regular appointment may, with the Transportation Supervisor's approval, be placed on substitute status for a period of six (6) weeks without loss of seniority.
- 15.7     LAYOFF & RECALL OF BUS DRIVERS - Seniority will accrue from the starting date of a driver's regular appointment. Layoff or Recall shall be based on seniority of the Regular Bus Driver appointment date in that the least senior shall be laid off first and recalled in reverse order of layoff.
- 15.8     LAYOFF OF OTHERS - The word "layoff" means a reduction in the work force. If the School District anticipates a layoff, it shall notify the Employees and the Union fifteen (15) days prior to the anticipated layoff date.
- When such action takes place, it shall be accomplished by laying off Part Time, Temporary, Seasonal and/or Probationary Employees first.
- Thereafter, Regular Employees shall be laid off in the inverse order of Seniority.
- 15.9     PERSONNEL FILES - An employee may review his personnel file (excluding confidential employment references) at any time, upon reasonable request during the regular business hours. An employee will be notified before any derogatory material is placed in his personnel file. An employee shall have the right to respond in writing a rebuttal or explanation to any item placed in his file.
- 15.10    EVALUATIONS - Any written performance evaluation will be reviewed with the employee evaluated at the conclusion of the evaluation. The employee will acknowledge that he had the opportunity to review the evaluation by his affixing his signature to the copy to be filed. A copy of the evaluation shall be given to the employee and a copy placed in his personnel file.

15.11 DISCIPLINE/DISCHARGE

- 15.11.1 DISCIPLINE PROCEDURE - The following procedures (Article 15.11.3, 15.11.4, 15.11.5, and 15.11.6) will be used in lieu of a Section 75 of the CSL, and shall constitute a waiver by the employee and the Association to pursue any other remedy before any court, administrator, state or federal agency for all employees. This procedure shall not preclude the parties from meeting at any time to settle differences without a hearing.
- 15.11.2 PROBATIONARY PERIOD - All permanently appointed employees serve a six months probationary period from the effective date of employment as approved by the Board of Education. An employee's service may be terminated at any time during and up to the expiration of the probationary period with one-week's prior written notice.
- 15.11.3 ASSOCIATION REPRESENTATION - An employee will be allowed representation at any level of the disciplinary procedure.
- 15.11.4 ORAL/WRITTEN WARNING - An employee's actions, on or off duty, which reflect negatively on the employment role with the District, as judged by the transportation supervisor or his designee, shall receive an oral warning. If the matter is not resolved or similar or other problems continue, the employee may receive another oral warning or a letter of warning. The employee may respond in writing to any written warnings, which will be attached thereto and made part of the employee's record.
- 15.11.5 SUSPENSION - Performance problems subsequent to the receipt of a letter of warning may lead to a suspension of one to three days. The employee may appeal in writing to the Assistant Superintendent for Finance and Management Services to present his/her case as to why the suspension should be modified or revoked. An employee with suspensions totaling more than four days in any one school year may grieve the additional suspensions in that year through the regular grievance procedure.
- 15.11.6 DISCHARGE AND APPEAL - Continuing problems subsequent to a suspension or a single serious infraction may lead to a discharge from employment. A decision to discharge will not be based on events which occurred more than three years prior to the notice of discharge. In the case of a discharge, the employee, with the Association, may appeal a decision by filing for arbitration in accordance with the Grievance procedure within fifteen consecutive calendar days of the effective date of the discharge. Failure to file for arbitration within the time frame specified shall constitute acceptance of the dismissal and shall constitute a waiver by the employee and the Association to pursue any other remedy before any court, administrator, state or federal agency.

- 15.12 NO SMOKING - Transportation personnel will not be allowed to smoke in district buildings or on district campuses whether owned or leased by the district during the workday or anytime.

## Article 16 - GRIEVANCE PROCEDURE

### 16.1 GENERAL MATTERS

- 16.1.1 PURPOSE - The purpose of this procedure is to secure at the lowest practicable level solutions to grievances, which may from time to time arise. The handling of grievances at each level shall be kept as informal as practicable.
- 16.1.2 WAIVER FOR OTHER REMEDIES - The utilization of any step of this grievance procedure by any person, or the Association, shall constitute a waiver by such person, or the Association (on its own behalf and on behalf of all persons aggrieved) or both (as the case may be) of his and its rights, if any, to pursue any other remedy before any court, administrator, or administrative agency.
- 16.1.3 GRIEVANCE DEFINITION - A "grievance" is any claim that a provision or provisions of this Agreement have been violated.
- 16.1.4 TIME LIMIT RULES - Time limits set forth in this Grievance Procedure shall be strictly adhered to by all parties and persons. Any grievance not initiated or taken to the next step within these time limits will be considered settled on the basis of the last answer by the District if the grievant does not move to the next step within the time limits. If the District fails to answer a grievance within the time limit set forth herein, the grievant may move the grievance to the next step as though the grievance has been answered on the last day of the time limit period. Time limits may be extended by mutual written agreement of the District and the aggrieved employee or his representative. Consent to such an extension shall not be unreasonably withheld.
- 16.1.5 FREEDOM TO GRIEVE - Participation by any person or party in the handling of a grievance shall be free from interference, coercion, restraint, discrimination or reprisal by the District and by the Association.
- 16.1.6 REPRESENTATION - An aggrieved employee may represent himself at any level of the grievance procedure or he may be represented by an Association representative. Nothing contained in this paragraph shall be construed as limiting the right of any aggrieved employee to have his grievance adjusted informally without the intervention of the Association or any representative.



16.1.7 ASSOCIATION GRIEVANCE - Any employee may file a grievance on his own behalf. The Association may file a grievance on behalf of an aggrieved employee so long as the aggrieved employee assents by affixing his signature on the grievance form. The Association may file a grievance on behalf of a group of employees so long as two or more of the aggrieved employees assent by affixing their signatures on the grievance form.

16.2 INFORMAL PROCEDURE - Before submitting a grievance at Step 1, an aggrieved employee must discuss his problem with his lowest level supervisor who is outside the negotiating unit ("Immediate Supervisor") in an attempt to resolve it informally. The employee shall initiate the discussion by clearly stating to the Immediate Supervisor that the discussion is a grievance. Nothing in this paragraph shall be deemed to extend the time limit for submitting a grievance.

16.3 FORMAL PROCEDURE -

16.3.1 STEP 1 - If the matter is not resolved informally a grievant may submit a written grievance, which must be on the form shown in Appendix B of this Agreement to his Immediate Supervisor, provided he does so not later than the tenth school day after the date of the occurrence out of which the grievance arose. A meeting between the grievant and Immediate Supervisor shall be held to discuss the grievance if either requests it. The Immediate Supervisor shall give a written answer to the grievant not later than the tenth school day after the day on which the grievance was presented.

16.3.2 STEP 2 - If the grievant is not satisfied with the answer at Step 1 the grievant may appeal in writing to the Assistant Superintendent for Finance and Management Services, providing he does so within five school days of the day on which the Step 1 answer was given. The Assistant Superintendent for Finance and Management Services and/or his delegate will meet with the grievant and his representative, if any, not later than the tenth school day after the day on which the written grievance was presented to him. Not later than the tenth school day after the day on which that meeting takes place, the Assistant Superintendent for Finance and Management Services shall present the grievant and his representative, if any, his written decision on the grievance.

Grievances involving all or substantially all the employees in the negotiating unit may be presented by the Association directly at Step 2.

16.3.3 STEP 3 - If the grievant is not satisfied with the answer at Step 2, the grievant may appeal in writing to the Superintendent, providing he does so not later than the fifth school day on which the answer was presented at Step 2. The Superintendent (or his delegate) will meet with the employee and his representative, if any, not later than the tenth school day after the day on

which the appeal was presented to him. Not later than the tenth school day after the day on which that meeting takes place, the Superintendent shall present the grievant and his representative, if any, his written decision on the grievance. A copy of the decision will be given to the Association President.

- 16.3.4 STEP 4 - Arbitration - If the Association is not satisfied with the decision at Step 3, it may submit the grievance to arbitration.

The parties may select an arbitrator by mutual agreement. However, if no agreement is reached on an arbitrator within five (5) school days of the Step 3 answer, the Association, to submit such a grievance to arbitration, must within ten (10) school days of the Step 3 answer send a letter to the PERB and a copy to the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request the PERB to send to the Association and to the Superintendent a list of the names of fifteen arbitrators. Within ten (10) school days of the day both parties have received their copy of the list, the Superintendent (or his delegate) and a representative of the Association shall meet to select an arbitrator by alternately striking off one name from the list - the last name remaining on said list being the arbitrator.

The arbitrator's decision shall be final and binding upon all parties and the employees.

- 16.4 ARBITRATOR'S LIMITATIONS - The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement or make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- 16.5 SHARED COST FOR ARBITRATION - One half the fees and expenses of the arbitrator shall be paid by the District and one half by the Association. All other expenses incident to the arbitration, including those of witnesses, will be paid by the party that incurred them.

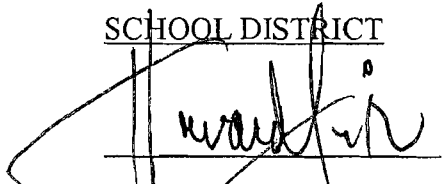
#### Article 17 - DURATION OF THE AGREEMENT

- 17.1 DURATION - The term of this Agreement begins at 12:01 A.M. on July 1, 2005 and ends at 12:01 A.M. on July 1, 2010.

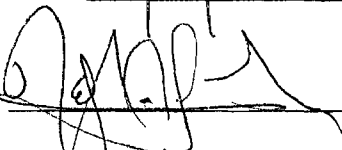
Article 18 - SIGNATURES OF THE PARTIES

18.1 SUBSCRIPTION - IN WITNESS WHEREOF, the parties have  
Subscribed this Agreement:

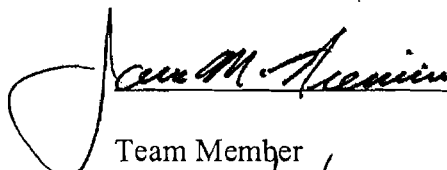
SCHOOL DISTRICT

  
\_\_\_\_\_  
Superintendent of Schools

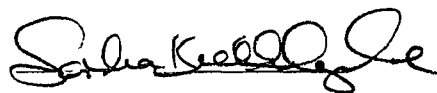
Date: 3/22/06

  
\_\_\_\_\_  
Chief Negotiator

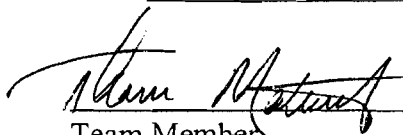
Date: 3/22/06

  
\_\_\_\_\_  
Team Member

Date: 3/22/06

  
\_\_\_\_\_  
Team Member

Date: \_\_\_\_\_

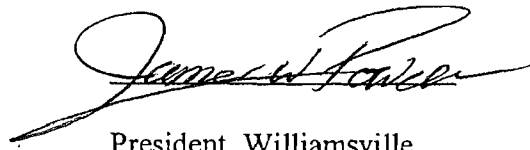
  
\_\_\_\_\_  
Team Member

Date: 3/22/06

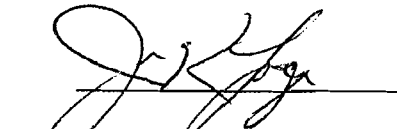
  
\_\_\_\_\_  
Team Member

Date: 3/22/06

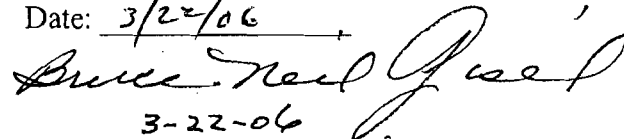
TRANSPORTATION

  
\_\_\_\_\_  
President, Williamsville  
Transportation CSEA Unit

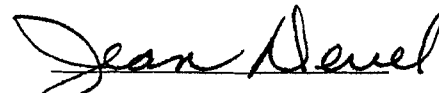
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Chief Negotiator

Date: 3/22/06

  
\_\_\_\_\_  
Team Member

Date: 3-22-06

  
\_\_\_\_\_  
Team Member

Date: 3-22-06

\_\_\_\_\_  
Team Member  
Date: \_\_\_\_\_

\_\_\_\_\_  
Team Member  
Date: \_\_\_\_\_

SALARY SCHEDULES – 2005-2010

## BUS DRIVER

STEP	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
1	15.74	--	--	--	--	--
2	16.45	16.45	--	--	--	--
3	17.15	17.15	17.15	--	--	--
4	17.71	17.71	17.71	17.71	--	--
5 NOTE 1	18.32	18.69	19.06	19.44	19.88	20.33

## MECHANIC

STEP	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
1	37,054	--	--	--	--	--
2	39,172	--	--	--	--	--
3	41,287	--	--	--	--	--
4	43,407	--	--	--	--	--
5	45,524	46,434	47,363	48,310	49,412	50,529

## HEAD DRIVER/CREW CHIEF

## NOTE 2

STEP	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
1	44,935	--	--	--	--	--
2	46,355	46,355	--	--	--	--
3	47,773	47,773	47,773	--	--	--
4	49,236	49,236	49,236	49,236	--	--
5 NOTE 1	50,355	51,362	52,389	53,437	54,655	55,890

Note 1: Step 5 applies only to members on Step 5 as of 06/30/05.

Note 2: Members reaching Step 5 at the beginning of these years will receive raises as follows:

2005-06 +2%

2006-07 +2%

2007-08 +2%

2008-09 +2.28%

2009-10 +2.26%

(Deduct \$.15 per hour if driver does not have a current Driving School Certificate.)

### SALARY SCHEDULES – 2005-2010 (continued)

LONGEVITY: Longevity payments are grandfathered and will continue to receive the same amount as in the past.

Drivers beginning their tenth year of continuous employment as permanently appointed drivers will receive an additional \$.15 per hour in 2005-2010.

Drivers beginning their fifteenth year of continuous employment as permanently appointed drivers will receive an additional \$.10 per hour in 2005-2010.

Drivers beginning their twentieth year of continuous employment as permanently appointed drivers will receive an additional \$.10 in 2005-2010.

Drivers beginning their twenty-fifth year of continuous employment as permanently appointed drivers will receive an additional \$.10 per hour in 2005-2010.

The Bus Driver Trainer shall receive an additional twenty-five cents (\$.25) per hour when functioning in this capacity.

Permanent Substitute Bus Drivers receive \$.25 less per hour than Step 1. When they get a regular bus driver appointment, they go to Step 1.

Twelve-month full-time salaried employees shall receive increments according to the following schedule effective July 1:

#### 2005-2010

Of the 10th year	\$ 210
Of the 15th year	\$ 220
Of the 20th year	\$ 340
Of the 25 <sup>th</sup> year	\$ 400

GRIEVANCE FORM

Note: Fill out in duplicate. Give one copy to Immediate Supervisor and retain one copy.

To: \_\_\_\_\_  
(Immediate Supervisor's Name)

Grievant's Name\*: \_

Building:

Job Title:

- (1) What action did the District take or fail to take that the grievant is complaining of?
  
  
  
  
  
  
  
  
  
  
- (2) When did this act or failure to act occur?
  
  
  
  
  
  
  
  
  
  
- (3) What provision(s) of the Agreement did this act or failure to act violate?
  
  
  
  
  
  
  
  
  
  
- (4) What action does the grievant want the District to take to correct the situation?

Grievant's Signature\*:

Date grievance submitted:

\*If there is more than one grievant, each must sign and give the same information on an attached sheet.

## Job Security and Continuous Time

Job Security: The implementation of the following clause shall be dependent upon a vehicle replacement program approved by the taxpayers. Disputes for this paragraph only will be first addressed at a labor-management meeting and then through the grievance procedure.

It is agreed that for the term of this collective bargaining agreement only, the District will not reduce or eliminate a current bargaining unit position for any employee employed on or before July 1, 2005 as named below for the purpose of giving work to others who are not members of the current bargaining unit. The District retains its right to continue to utilize non-bargaining unit transportation services. The District retains the right to replace a bargaining unit position with a non-bargaining unit provider in the case of attrition (including but not limited to retirement, resignation, discharge, and death). This paragraph shall become effective upon legislative approval of a successor agreement and shall fully expire at 12:01A.M. On July 1, 2010.

Note: The right to layoff, reduce or abolish positions under law includes layoffs, reductions or abolitions for economic reasons including but not limited to changes in state aid or new legislation (unemployment for 10 and 11 month employees).

<u>Employee Name</u>	<u>Date of Hire</u>	<u>Employee Name</u>	<u>Date of Hire</u>
Altman, Richard	05/17/04	McConchie, William	10/12/04
Amato, Joseph	02/17/04	Miller, Richard	05/17/04
Armitage, Patricia	04/19/89	Miner, Bonnie	05/03/79
Bieber, Susan	10/09/90	Minter, Kathleen	09/30/84
Bodine Jr., Samuel	06/04/01	Moberly, Wilson	10/23/01
Bordas, Louis	06/04/01	Montalbano, Nadean	05/31/89
Bruno, James	10/14/99	Morley, Deborah	10/13/98
Coffey, Judith	10/23/01	Nessler, James	09/27/84
Cowell, Patricia	01/19/92	Palistrant, Judith	11/19/87
Cummings, Timothy	01/25/88	Panepinto, Charles	10/15/97
Currier, Michael	05/07/86	Parker, Diane	02/27/78
DeFabio, Michael	10/23/01	Parry, Caroline	10/10/89
Deuel, Jean	12/01/82	Perez, Armando	02/01/80
Dimino, Roxann	06/04/01	Piasecki, Theresa	12/15/81
Dorazio, Frank	02/03/99	Postula, Kristine	10/10/95
Dunaj, David	03/01/82	Powell, James	11/08/02
Esford, Patrick	11/19/87	Raimondo, Joseph	04/07/86
Evans, Christine	04/10/95	Reilly, Patricia	11/10/86
Foels, Charles	10/24/94	Ring, John	02/07/90
Garvey, Philip	04/19/93	Romano, Paula	08/27/91

<u>Employee Name</u>	<u>Date of Hire</u>	<u>Employee Name</u>	<u>Date of Hire</u>
Gehrman, Rudolph	10/24/94	Simonetti, Gail	01/19/76
Giancarlo, Donna	12/21/98	Sokero, Peter	11/05/02
Gisel, Bruce	05/23/77	Storinge, Gary	05/17/04
Goeckel, William	11/09/04	Stutzman, Maureen	09/08/82
Gordon, Michael	10/15/02	Tiedemann, Larry	09/11/78
Gorski, Cherie	10/23/01	Terrana, Gina	10/15/97
Grieve, Darcy	06/09/02	Violino, Graham	02/26/02
Henry, David	06/10/02	Vitale, Lucy	05/11/87
Hjalmarson, Theresa	02/07/77	Walter Jr., Jerome	09/23/85
Irving, Donald	05/08/00	Wiegert, Thomas	11/01/87
Jordan, James	10/15/02	Wilson, David	02/07/04
Kaiser, Bonnie	10/26/87	Zamorski, Bonnie	05/22/89
Kardaman, Harvey	05/23/05	Zeller, Stephen	10/14/99
Kolb, Michael	05/18/82	Zukowski, Peter	10/05/83
Lubera, Patricia	10/15/02		
Magda, Lori	03/25/02		
Mazur, Leo	11/21/87		

List supplied as per information of employer.

Continuation Time: The practice of paying continuous time up to ½ hour shall be discontinued. Pre and post trip inspection time will be included in the package and paid for.



RETIREMENT PLANS "For Information Only - Not Part of Agreement"

RETIREMENT PLANS - All full-time employees are required by state regulations to join the New York State Employees' Retirement System. Membership for part-time employees is optional. Currently there are four tiers of membership.

Tier I Members of the retirement system prior to July 1, 1973.

Tier II New members to the retirement system between July 1, 1973 and June 30, 1976.

Tier III New members on or after July 1, 1976.

Tier IV New members on or after September 1, 1983.

TIER I - The retirement plan for Tier I employees is Section 75-I. When a member retires with 20 or more years of service the retirement allowance is 1/50 of FAS (final average salary) for each year of service. Normal retirement age is 55.

TIER II - The retirement plan for Tier II employees is Section 75-I. When a member retires with 20 or more years of service the retirement allowance is 1/50 of FAS (final average salary) for each year of service. Normal retirement age is 62. Retirement with reduced benefits is possible between ages 55 and 62.

TIER III - If an employee first joined or rejoined the Employees' Retirement System on or after July 1, 1976, he may be a Tier III member and a participant in the Co-Esc Plan. Members of the Co-Esc Plan contribute 3% of their wages toward retirement benefits during the first thirty years of service credit.

TIER IV - If employee leaves service before vesting, 3% contributions (+ 5% interest) will be returned to employee upon application. Joined system on or after September 1, 1983 and must contribute 3% of gross wages to the System. Employee becomes eligible for a service retirement benefit when she/he is 62 years of age or older and has five or more years of credited service.

GOVERNED BY LAW - Retirement benefits are governed by law and detailed information regarding benefits are best provided through the New York State Employees' Retirement System.

UNUSED SICK LEAVE - The District will provide option 41J to the current retirement plan. This option applies unused sick leave as additional service credit upon retirement. Allowable unused sick leave is limited to 165 days. This time cannot be used to qualify a member for a benefit.

EMPLOYEE CONTRIBUTIONS BEYOND TEN (10) YEARS – Employees with ten (10) or more years credited service, with either the New York State Teachers' Retirement System or the New York State Local and Employees' Retirement System, shall not be required to contribute to their respective retirement system in accordance with New York State Law and Regulations. This is a statutory benefit and is not to be constructed to be a contractual benefit and shall continue in effect as required by statute and regulation.

